



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 7/13/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Minutes for June 22, 23, 24, 25, and 26, 2015.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from previous Commissioners Court meetings.
<b>IS THERE DOCUMENTATION</b>	After approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 7/13/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	FY2015 Budget Adjustments
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of FY2015 Budget Adjustments.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Department Heads requesting adjustments
<b>ADDITIONAL INFORMATION</b>	None

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 13, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE ANIMAL CONTROL'S BUDGET FOR SOFTWARE MAINTENANCE EXPENSES.

10-408-54523	SOFTWARE MAINTENANCE	+	260
10-401-56060	CONTINGENCIES - TECHNOLOGY	-	260

A BUDGET ADJUSTMENT IS NEEDED IN THE NON-DEPARTMENTAL'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-409-54050	MEDICAL - OTHER	+	25
10-409-54051	AUTOPSY	+	2,000
10-409-54010	ACCOUNTING/AUDITING	-	2,025

A BUDGET ADJUSTMENT IS NEEDED IN THE INFORMATION TECHNOLOGY'S BUDGET FOR OPERATING EXPENSES.

10-415-53330	OPERATING	+	1,000
10-401-56060	CONTINGENCIES - TECHNOLOGY	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT COURT'S BUDGET FOR DISTRICT COURT REPORTER EXPENSES.

10-435-54086	DISTRICT COURT REPORTER	+	498
10-435-54088	COURT REPORTER TRAVEL EXP	-	498

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY ATTORNEY'S BUDGET FOR DUES EXPENSES.

10-475-54810	DUES	+	9
10-475-54020	LEGAL	-	9

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY AUDITOR'S BUDGET FOR CONFERENCE & TRAINING EXPENSES.

10-495-54270	CONFERENCE/TRAINING	+	1,000
10-495-54061	COUNTY APPRAISAL DISTRICT	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY TAX ASSESSOR/COLLECTOR'S BUDGET FOR CONFERENCE & TRAINING EXPENSES.

10-499-54270	CONFERENCE/TRAINING	+	300
10-499-53100	OFFICE SUPPLIES	-	300

A BUDGET ADJUSTMENT IS NEEDED IN THE COURTHOUSE & RELATED BUILDINGS BUDGET FOR BUILDING REPAIR & MAINTENANCE EXPENSES.

10-510-54500	BUILDINGS - REPAIR & MAINT	+	4,000
10-401-56094	CONTINGENCIES - RENOVATIONS	-	4,000

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 13, 2015

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE LAW ENFORCEMENT CENTER'S BUDGET FOR OTHER CAPITAL OUTLAY EXPENSES.

10-512-55900	OTHER CAPITAL OUTLAY	+	120
10-512-54270	CONFERENCE/TRAINING	-	120

A BUDGET ADJUSTMENT IS NEEDED IN THE EMERGENCY MEDICAL SERVICE'S BUDGET FOR VEHICLE REPAIR & MAINTENANCE EXPENSES.

10-540-54540	VEHICLE -REPAIR & MAINT	+	2,000
10-540-53300	FUEL & OIL	-	2,000

A BUDGET ADJUSTMENT IS NEEDED IN THE RURAL FIRE DEPARTMENT'S BUDGET FOR ALLOCATION EXPENSES.

10-545-56515	ALLOCATIONS - SISTERDALE	+	106
10-545-54523	SOFTWARE MAINTENANCE	-	106

A BUDGET ADJUSTMENT IS NEEDED IN THE COMFORT VOLUNTEER FIRE DEPARTMENT'S BUDGET FOR VEHICLE REPAIR & MAINTENANCE EXPENSES.

10-546-54540	VEHICLE - REPAIR & MAINT	+	5,000
10-546-54270	CONFERENCE/TRAINING	-	1,000
10-546-54510	MACHINERY - REPAIR & MAINT	-	3,000
10-546-54530	RADIO/RADAR - REPAIR & MAINT	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE CONSTABLE PRECINCT THREE'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-553-53330	OPERATING	+	200
10-553-54540	VEHICLE - REPAIR & MAINT	+	300
10-553-55200	VEHICLE PURCHASE/TOTAL VALUE	-	500

A BUDGET ADJUSTMENT IS NEEDED IN THE ROAD & BRIDGE DEPARTMENT'S BUDGET FOR MISCELLANEOUS EXPENSES.

11-620-54530	RADIO/RADAR - REPAIR & MAINT	+	500
11-620-54523	SOFTWARE MAINTENANCE	+	1
11-620-53615	AGGREGATES & EMULSIONS	-	501

A BUDGET ADJUSTMENT IS NEEDED IN THE HERFF ROAD PROJECTS BUDGET FOR BIDDING & NOTICE EXPENSES.

71-409-54300	BIDDING & NOTICES	+	5,301
71-409-54861	CONTRACT SERVICES	-	5,301



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 7/13/2015**

**OPEN SESSION**

<b>SUBJECT</b>	Accounts Payable Claims
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
<b>REASON FOR AGENDA ITEM</b>	To pay current accounts payable claims.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Departments that have AP claims.
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 7/13/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Child Services Board
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Kendall County Child Services Board: Audra Miller, Board Chair Kendall County Judge, Darrel L. Lux
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 213
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation of the Kendall County Child Services Board roster for 2015 and plans for grant applications. Action as needed.
<b>REASON FOR AGENDA ITEM</b>	Kendall County Commissioners approval required.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



# Kendall County Child Services Board - 2015

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## Members

Audra Miller (President) 104 Northview Dr., Boerne  
78006 210-367-3048; [audge204@hotmail.com](mailto:audge204@hotmail.com)

Lareasa Philpot 119 Creekside Tr., Boerne, TX.  
78006 830-446-9178 [Lphilpot@gvtc.com](mailto:Lphilpot@gvtc.com)

Carla Heath (Treasurer)  
121 Second, 78006  
830/ 249-3215 ([cetulles@yahoo.com](mailto:cetulles@yahoo.com))✉

Cookie Edwards (Secretary) P.O. Box 1022, Comfort,  
TX 830-285-3314 (cell) [cookie\\_edwards@yahoo.com](mailto:cookie_edwards@yahoo.com)

Meg Grier (Immediate Past President)  
139 Walnut Grove, 78006; 830/ 537-5336 (h) 830-  
446-2207  
[mm\\_grier@yahoo.com](mailto:mm_grier@yahoo.com)

Kelly Parent 225 Lone Star Boerne, TX. 830-331-  
9397

Alice Johnson 105 Glenn Oaks, Boerne TX. 78006  
[ecila\\_tx@yahoo.com](mailto:ecila_tx@yahoo.com) 210-725-5839 (Boerne Public  
Library)

Deborah Owens 108 Fisher Drive Boerne, Tx. 78006  
[debowens1@gmail.com](mailto:debowens1@gmail.com) 210-725-8654

Jana Osbourn (Member-County Extension Agent)  
Mailing: 210 East San Antonio Street, Suite #9, 78006  
Physical: 118 Saunders Suite 2, 78006  
830/ 249-9343, X 361 (w); 830/ 249-2583 FAX;  
830-522-0161. (Cell); [j-osbourn@tamu.edu](mailto:j-osbourn@tamu.edu)

Marcie Warner-BISD (Member)  
206 Ebner, 78006; 830/357-4000 (w); 830/331-9616  
(h) 370-5977 (c) [marcie.warner@boerne-isd.net](mailto:marcie.warner@boerne-isd.net)

Geri Clouse (Member)  
13 Rocky Top Rd, 78006; 830 /537-6367 (h);  
210/ 861-2977 (Cell) [familym@gvtc.com](mailto:familym@gvtc.com)

Catherine Parten Lester (Member) 101 Mountain  
View, Boerne, TX, 78006 [cp.playtx@live.com](mailto:cp.playtx@live.com)

## Guests

Paul Gegiea Executive Director  
Boerne Hill Country Family YMCA)  
1361 S. Main Street, Boerne, TX 78006  
O: 830.815.1040 ext. 307, F: 830.248.1042  
[paulg@ymcasatx.org](mailto:paulg@ymcasatx.org)

Bo Garza Boerne Hill Country Family YMCA)  
1361 S. Main Street, Boerne, TX 78006  
O: 830.815.1040 ext. 307, F: 830.248.1042  
[bog@ymcasatx.org](mailto:bog@ymcasatx.org) (Youth Family Director)

Tenia Houck, (-Dept.State Health Serv) 216 Market  
Ave. #160, 78006; 830-249-5360  
[tenia.houck@dshs.state.tx.us](mailto:tenia.houck@dshs.state.tx.us)

Jana Osbourn (Member-County Extension Agent)  
Mailing: 210 East San Antonio Street, Suite #9, 78006  
Physical: 118 Saunders Suite 2, 78006  
830/ 249-9343, X 361 (w); 830/ 249-2583 FAX;  
830/ 377-8116 (Cell); [j-osbourn@tamu.edu](mailto:j-osbourn@tamu.edu)

Judge Cathy Morris (Guest-Child Protective Court)  
326 Remington Drive, Bergheim, TX. 78004  
Boerne, TX 78006; 830/ 446-9879 (w)  
[morisco@gvtc.com](mailto:morrisco@gvtc.com)

Katie Gleason (Guest-Counselor)  
110 Hilltop Drive, 78006 830/249-7432 (w); 210/  
843-9566 (Cell) [Kathleen@boernecounseling.com](mailto:Kathleen@boernecounseling.com) or  
[boernecounseling1@gmail.com](mailto:boernecounseling1@gmail.com)

Sgt. Neil Quick Kendall County Sheriffs Office  
830-249-9721 830-249-8027 Fax #6 Staudt St,  
Boerne, TX 78006  
[Neal.Quick@kendallcountysheriff.com](mailto:Neal.Quick@kendallcountysheriff.com)

Kathy Simmons Balkum, LPC 210-787-9789  
138 Bentwood Dr. Boerne, TX 78006  
[katbalkum@yahoo.com](mailto:katbalkum@yahoo.com)

Odilia Hinojosa (Guest-Families Especial-Marketing)  
124 E. Bandera Ste. 402, Boerne 78006, 830-816-  
2266; 210-685-1171 (cell)  
[ohinojosa@familieespecial.org](mailto:ohinojosa@familieespecial.org)

Charles Wetherbee (Guest-Hill Country CASA)  
Box 695, 78006 (O) 830-816-2000;  
(Cell) 210-355-3336 [cflaw@gvtc.com](mailto:cflaw@gvtc.com)

Olga Guerra, (Guest- Hill Country Family Services)  
C: 210-632-4793; [oguerra@hcfamilysvcs.org](mailto:oguerra@hcfamilysvcs.org)

Dawn Dixon (Any Baby Can) 217 Howard St. San  
Antonio, TX. 78212 210-227-0170

## TDFPS Representatives

Julia Niemeier (Supervisor) 216 Market Ave., Suite  
140, Boerne, TX. 78006 830-249-5383 210-279-  
5484

Allison Abascal-Roemer (Supervisor Family Based)  
819 Water St., Suite 230, Kerrville, 78028 210-323-  
5957 [Allison.Abascal-Roemer@dfps.state.tx.us](mailto:Allison.Abascal-Roemer@dfps.state.tx.us)



# Kendall County Child Services Board - 2015

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Viki Hinson (CPS Faith Based) 210-337-3468  
[viki.hinson@dfps.state.tx.us](mailto:viki.hinson@dfps.state.tx.us)

Lisa Pittman (CPS Family Based)  
830/249-8779 x3319; (c) 210/373-2342  
[Lisa.pittman@dfps.state.tx.us](mailto:Lisa.pittman@dfps.state.tx.us)

Roxi Gearhart (CPS Adoption Prep)  
(o) 830-249-8779 x3321 (c) 830-431-1923  
[Roxi.gearhart@dfps.state.tx.us](mailto:Roxi.gearhart@dfps.state.tx.us)

Shannon Walker  
[Shannon.walker@dfps.state.tx.us](mailto:Shannon.walker@dfps.state.tx.us)

Tom Molnar (CPS Adoption Supervisor)  
[thomas.molnar@dfps.state.tx.us](mailto:thomas.molnar@dfps.state.tx.us)

Katherine Elseth (CPS Resource/External Relations  
Specialist) (o) 210-337-3034,  
[Katherine.Elseth@dfps.state.tx.us](mailto:Katherine.Elseth@dfps.state.tx.us)

Lori Cox: cell 830-431-1839 Office 830-249-8779  
ext. 3317 [lori.cox@dfps.state.tx.us](mailto:lori.cox@dfps.state.tx.us)

KSTAR Youth and Family Services  
Emiley Goulet (Family Specialist) 830-249-4990  
(Boerne Office) 830-896-5404 (Kerrville Office)  
Email: [Emiley.goulet@KSTAR.org](mailto:Emiley.goulet@KSTAR.org)

## **Honorary Members:**

Rosario Martinez (Boerne-ISD; ABC)  
121 Sharon Drive, 78006; 830/ 249-2393 (h);  
210/ 287-8735 (Cell); [rosario121@earthlink.net](mailto:rosario121@earthlink.net)

*Martha Wallis*, 311 East San Antonio, Suite 101,  
Boerne, 78006; 830/ 249-9211 (h)

*Cindy S. Glick*, 201 Landa, Boerne, 78006;  
830/ 2493938; [cglick@gvtc.com](mailto:cglick@gvtc.com)

*Marie Evans*, 117 Hummingbird Hill, Boerne, 78006;  
830/ 537-5004 (h)

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Approved

(Members most recently approved by Commissioners  
Court 6/27/2011)





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 7/13/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Kendall County Youth Agriculture and Equestrian Center (YAEC)
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Kendall County Jr. Livestock representative: Marty Carroll Kendall County 4-H Horse Club representatives: Andra Wisian and Rick Wood
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	10 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation by Kendall County Youth Agriculture and Equestrian Center representatives concerning a request for \$799,940 from Kendall County which would allow the completion of Phase IIA by December 2015 which would then allow the 2016 Jr. Livestock show to be held in the new facility.
<b>REASON FOR AGENDA ITEM</b>	Presentation and request.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/13/2015  
OPEN SESSION

SUBJECT	Job Description
DEPARTMENT & PERSON MAKING REQUEST	Human Resources Dept - Juanita Espino, HR Director
PHONE # OR EXTENSION #	830-249-9343, ext. 600
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the job description for PC Technician
REASON FOR AGENDA ITEM	New position
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	All departments
ADDITIONAL INFORMATION	New position created to assist IT Specialist

## **KENDALL COUNTY CLASS SPECIFICATION**

### **PC TECHNICIAN GRADE 12**

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#### **GENERAL SUMMARY**

Under general supervision, this is a non-exempt position reporting directly to the Information Technology (IT) Specialist. The purpose of this position is to assist the IT Specialist with the planning, organization, development, coordination, implementation, and maintenance of the information systems. Communicate with end users regarding IT questions and provide assistance with various issues.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS**

**Duties may include but are not limited to the following:**

Install computers, printers and components, including the hardware configuration, cables and connectors, network connections, and software.

Perform system administration, including enrolling users, defining security, creating directories, and installing new releases of software.

Determine end user needs and make recommendations.

Provide limited training for employees on hardware and software, and serve as help desk support for end user questions and problem resolution.

Maintain documentation for hardware and software, standard procedures, problem resolution, and inventory tagging and recording.

Ability to install cable and connectors, configure the hardware, network connections, and any software that will be utilized.

Duties as assigned by the IT Specialist.

#### **EXPERIENCE AND TRAINING**

High school diploma or GED; supplemented by two years of related experience.

#### **LICENSES AND CERTIFICATIONS**

Certification will be required. Background check will be required.

Preferred certifications include TIA A+. Must possess a valid Texas driver license.

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

- Knowledge, skills, and experience working with LAN/WAN infrastructure technologies, LAN/WAN and Operating System security.

*PC Technician*  
*KENDALL COUNTY*

- Solid knowledge of TCP/IP, SMTP, POP3, HTTP, and FTP.
- Stays abreast of industry trends and test the usability of new technologies.

**Ability to:**

- Ability to work under pressure and meet deadlines.
- Use varying types of business computer networking technology equipment.
- Learn and use varying types of business software applications.
- Maintain confidentiality of all county information not considered to be public information by legal statute.
- Good interpersonal and customer skills.
- Work within statutory guidelines established by state and local government.
- Multi-task, prioritize and handle frequent interruptions.
- Communicate verbally and in writing so as to allow comprehension by receiving party.
- Understand and exchange information with supervisors, subordinates, and co-workers when giving and receiving assignments and instructions.
- Communicate and interact with other departments, local government, state agencies, federal agencies, contractors and the general public.
- Follow safe work practices including workplace safety policies and procedures.
- Lift 10 to 25 pounds frequently and 25 to 50 pounds occasionally.
- Walk, stand, sit, kneel, push, stoop, crawl, twist, reach above the shoulder, grasp, pull, and bend repeatedly.
- Operate a motor vehicle.
- Exert light physical effort mainly in a sedentary position indoors and outdoors.

Kendall County is an Equal Opportunity Employer and maintains compliance with the Americans with Disabilities Act Amendments Act by providing reasonable accommodations to qualified individuals and employees with disabilities.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/13/2015  
OPEN SESSION

SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jefferey Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code)
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 7/13/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Request for Relief - 15A FM1621
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief for minimum road frontage in accordance to section 300.1100.1 of the Kendall County Development Rules and Regulations. The proposed amending plat of Lots 4 and 5A, Willowshire Farm Estates, Unit 2, would create a Lot 5B, which would not meet the minimum road frontage of 250 feet. The proposed road frontage would be 66 feet (Schatzie & Keith Norris).
<b>REASON FOR AGENDA ITEM</b>	Relief for minimum road frontage
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #4
<b>ADDITIONAL INFORMATION</b>	None

REQUEST FOR RELIEF (Variance)

From the Kendall County (KC) Development Rules and Regulations  
(Section 106)

1. Date June 26, 2015
2. Location of Property: 15A FM 1621 - Comfort, Texas 78103
3. Name of Development (If Applicable): N/A
4. Property Owner/Developer Name: Schatzie Mathews Norris

Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

**300.1100.1 Lots must have a minimum road frontage of 250 feet on a state highway, county road or a road constructed to county specifications.**

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)

- a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

There is a small strip of land next to Hwy 1621 that I do not own. I want to reconfigure my two lots which would not give me the required road frontage for one of my lots.

- b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

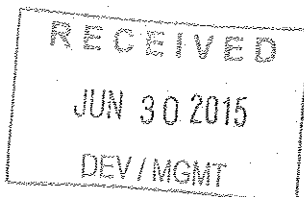
I want to create a larger Lot 4.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

No, I own on the land around these lots.

- d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

No, I own both of these lots and I am not making more lots. I am just reconfiguring the line in between them



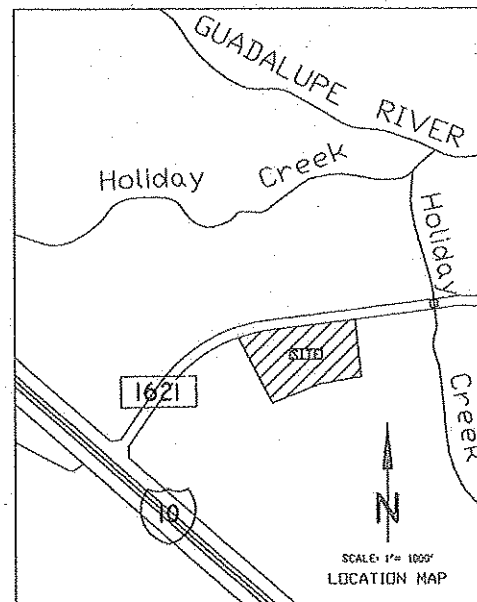
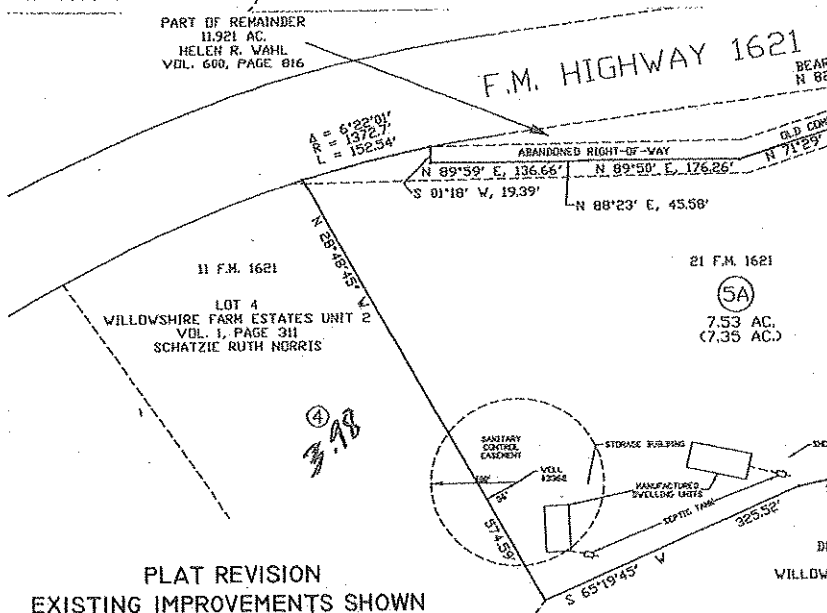
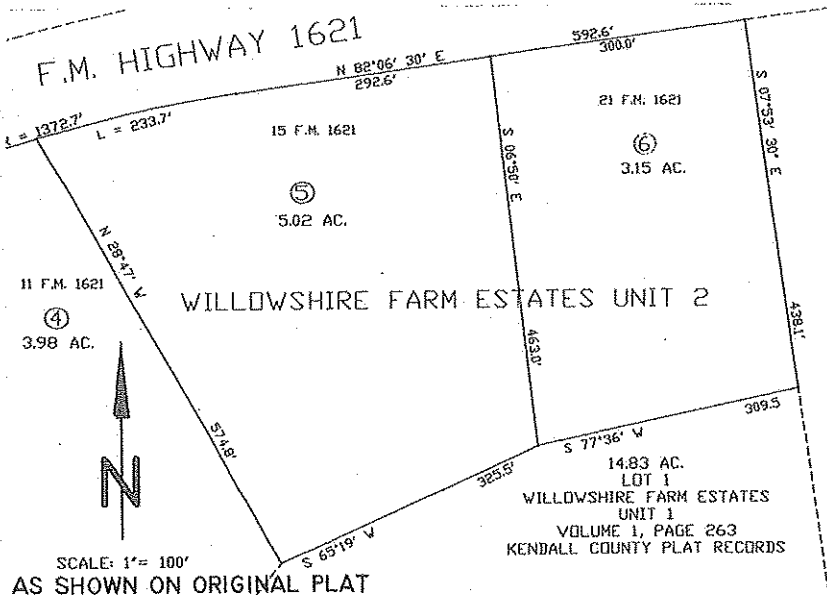
Schatzie Norris  
Property Owner Signature

SCHATZIE NORRIS  
Print Owner Name

June 30, 2015  
Date  
830 945 5020  
Phone Number

# GENERAL NOTES:

1. UTILITY EASEMENTS: UTILITY EASEMENTS ARE GRANTED TEN FEET IN WIDTH ALONG THE OUTSIDE OF ROAD RIGHT-OF-WAY LINES AND ALONG SIDE LOT LINES.
2. SETBACKS: NO BUILDING SHALL BE CONSTRUCTED WITHIN 50 FEET OF F.M. HIGHWAY 1621 RIGHT-OF-WAY.
3. THIS PROPERTY IS LOCATED IN ZONES C AND A AS SHOWN ON HUD FIRM COMMUNITY-PANEL NUMBER 480417 0390 B, EFFECTIVE DATE: 17 JUNE 1986. ALL NEW CONSTRUCTION WILL BE OUTSIDE THE 100 YEAR FLOODPLAIN LIMIT AS DETERMINED BY FLOOD HAZARD MAPS OR AN ENGINEER'S ELEVATION REPORT.
4. THIS LOT IS IN THE COMFORT INDEPENDENT SCHOOL DISTRICT, ELECTRIC SERVICE IS FROM CENTRAL TEXAS ELECTRIC COOPERATIVE, WATER SERVICE IS FROM PRIVATE WELL LOCATED ON THIS PROPERTY, AND TELEPHONE SERVICE FROM HILL COUNTRY TELEPHONE COOPERATIVE.
5. PRIVATE WATER SERVICE SHALL BE PROVIDED BY A PRIVATE WATER WELL CONSTRUCTED ON THE LOT BY THE OWNER THEREOF, MEETING THE REQUIREMENTS OF THE COW CREEK GROUNDWATER CONSERVATION DISTRICT AND THE TCEQ. WELLS SHALL HAVE A 150 FOOT RADIUS SANITARY CONTROL EASEMENT UNLESS A SMALLER EASEMENT IS PERMITTED BY THE COW CREEK GROUNDWATER CONSERVATION DISTRICT.
6. SEWAGE FACILITIES SHALL BE PROVIDED BY A PRIVATE ON-SITE SEWAGE FACILITY CONSTRUCTED ON THE LOT BY THE OWNER THEREOF DESIGNED BY A REGISTERED SANITARIAN OR A REGISTERED ENGINEER AND APPROVED UNDER THE RULES OF KENDALL COUNTY AND THE TCEQ.
7. IMPROVEMENTS FOUND ON THIS LOT ARE SHOWN.
8. STEEL PINS WERE FOUND MARKING ALL CORNERS.



## PLAT REVISION OF LOTS 5 AND 6 ESTABLISHING LOT 5A OF WILLOWSHIRE FARM ESTATES UNIT 2

PLATING 7.53 ACRES OF LAND OUT OF THE JOHN HOLIDAY SURVEY NO. 23, ABSTRACT NO. 224, IN KENDALL COUNTY, TEXAS,

ONE LOT NO NEW ROAD

STATE OF TEXAS  
COUNTY OF KENDALL

THE OWNER OF THE LAND IDENTIFIED BY ABSTRACT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGE THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON GROUND AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAIN EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

*Schatzie Ruth Norris*  
SCHATZIE RUTH NORRIS  
OWNER OF LOTS 4 AND 5A

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCHATZIE RUTH NORRIS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21<sup>st</sup> DAY OF July, 2003.

*Roberta V. Schmidt*  
ROBERTA V. SCHMIDT  
NOTARY PUBLIC  
STATE OF TEXAS



I HEREBY CERTIFY THIS PLAT IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

*Dan Bunker*  
DAN BUNKER, R.P.L.S.  
127 SABINE ROAD, BOERNE, TEXAS  
PHONE: (830) 337-9100

SWORN TO AND SUBSCRIBED BEFORE ME THIS 26<sup>th</sup> DAY OF July, 2003.

*Roberta V. Schmidt*  
ROBERTA V. SCHMIDT  
NOTARY PUBLIC  
STATE OF TEXAS



THE ENGINEERING CONSULTANT, COUNTY ENGINEER, OR PROJECT ENGINEER OF KENDALL COUNTY, TEXAS HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE KENDALL COUNTY COMMISSIONERS COURT ORDER TO WHICH HIS SIGNATURE IS REQUIRED.

THIS REVISION PLAT OF LOTS 5, AND 6 ESTABLISHING LOT 5A OF WILLOWSHIRE FARM ESTATES UNIT 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH COURT THIS THE 14<sup>th</sup> DAY OF JULY, 2003.

BY: COUNTY CLERK  
COUNTY ENGINEER  
KENDALL COUNTY, TEXAS

*John C. Knight*  
JOHN C. KNIGHT  
COMMISSIONER, PRECINCT #1

*Darlene Herrin*  
DARLENE HERRIN  
COMMISSIONER, PRECINCT #3

*Mark H. Cobensha*  
MARK H. COBENSHA  
COMMISSIONER, PRECINCT #2

*Donna A. Stewart*  
DONNA A. STEWART  
COMMISSIONER, PRECINCT #4

I, DARLENE HERRIN, COUNTY CLERK OF KENDALL COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 27<sup>th</sup> DAY OF AUGUST A.D. 2003, AT 11:14 A.M. AND DULY RECORDED ON THE 27<sup>th</sup> DAY OF AUGUST A.D. 2003, AT 11:14 A.M. IN THE PLAT RECORDS OF KENDALL COUNTY, TEXAS IN VOLUME 4, AT PAGE 180.

TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME 3, ON PAGE 348, OF THE OFFICIAL RECORDS OF KENDALL COUNTY.

IN TESTIMONY WHEREOF, I WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 27<sup>th</sup> DAY OF AUGUST A.D. 2003.

*Darlene Herrin*  
DARLENE HERRIN  
COUNTY CLERK

*Donna A. Stewart*  
DONNA A. STEWART  
BY DEPUTY

Submitted: January, 2000  
Revised: June 24, 2003

Dan B. Bunker, P.E.  
127 Sabine Road, Boerne, TX 78006  
Phone: (830) 337-9100 email: bunker@bvtcc.com





39.25

59.362

12.4023

FM 1621

8.34

7.53

3.98

4.68

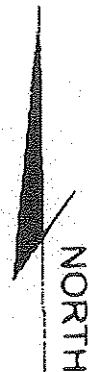
5

14.83

5

43.45





SCALE: 1" = 200'

FM HIGHWAY 1621

452.54' FRONTAGE

PROPOSED  
LOT 4A  
5.98 ACRES

PROPOSED  
LOT 5B  
5.53 ACRES

66.00' FRONTAGE

PROPOSED:

LOT 4A WILLOWSHIRE FARM ESTATE, UNIT 2  
CONTAINING 5.98± ACRES

LOT 5B WILLOWSHIRE FARM ESTATE, UNIT 2  
CONTAINING 5.53± ACRES



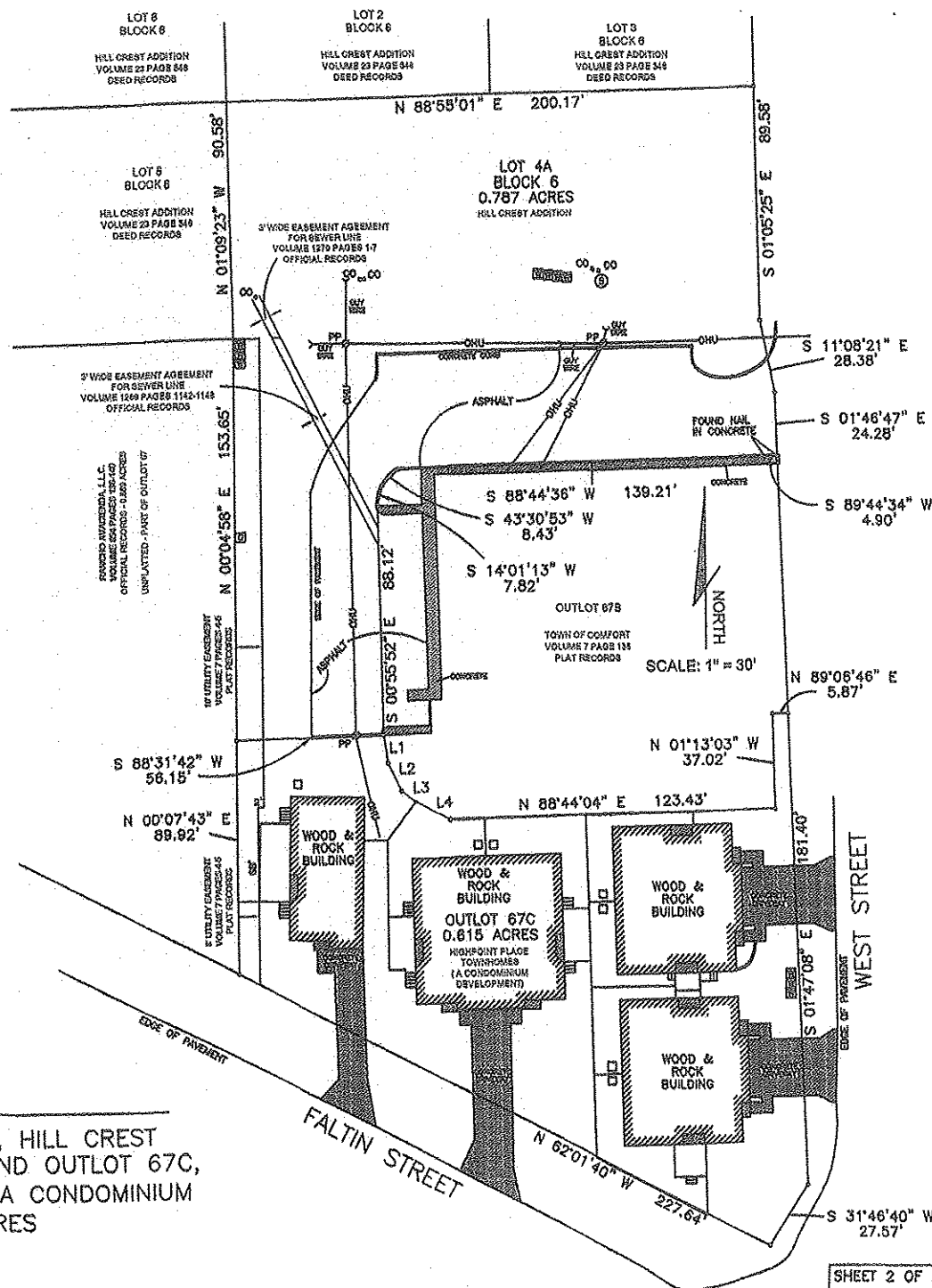


## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 7/13/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Amending Plat of Lot 4 Block 6 Hill Crest Addition
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343, Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on an Amending Plat of Lot 4, Block 6, Hill Crest Addition and Comfort Outlot 67A, Town of Comfort, Kendall County, Texas, in accordance to section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to relocate a common lot line. (2x2 Comfort Properties, LLC, Allen Goodwin)
<b>REASON FOR AGENDA ITEM</b>	Relocate common lot line
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #4
<b>ADDITIONAL INFORMATION</b>	None



LOT 4, BLOCK 6, HILL CREST ADDITION  
RECORDED IN VOLUME 23, PAGE 346, DEED  
RECORDS, KENDALL COUNTY, TEXAS AND AND  
OUTLOT 67A, HIGHPOINT PLACE TOWNHOMES -  
PHASE 1 (A CONDOMINIUM DEVELOPMENT)  
RECORDED IN VOLUME 7, PAGES 4-5, PLAT  
RECORDS, KENDALL COUNTY, TEXAS



## AMENDED PLAT:

ESTABLISHING LOT 4A, BLOCK 6, HILL CREST ADDITION BEING 0.787 ACRES AND OUTLOT 67C, HIGHPOINT PLACE TOWNHOMES (A CONDOMINIUM DEVELOPMENT) BEING 0.615 ACRES

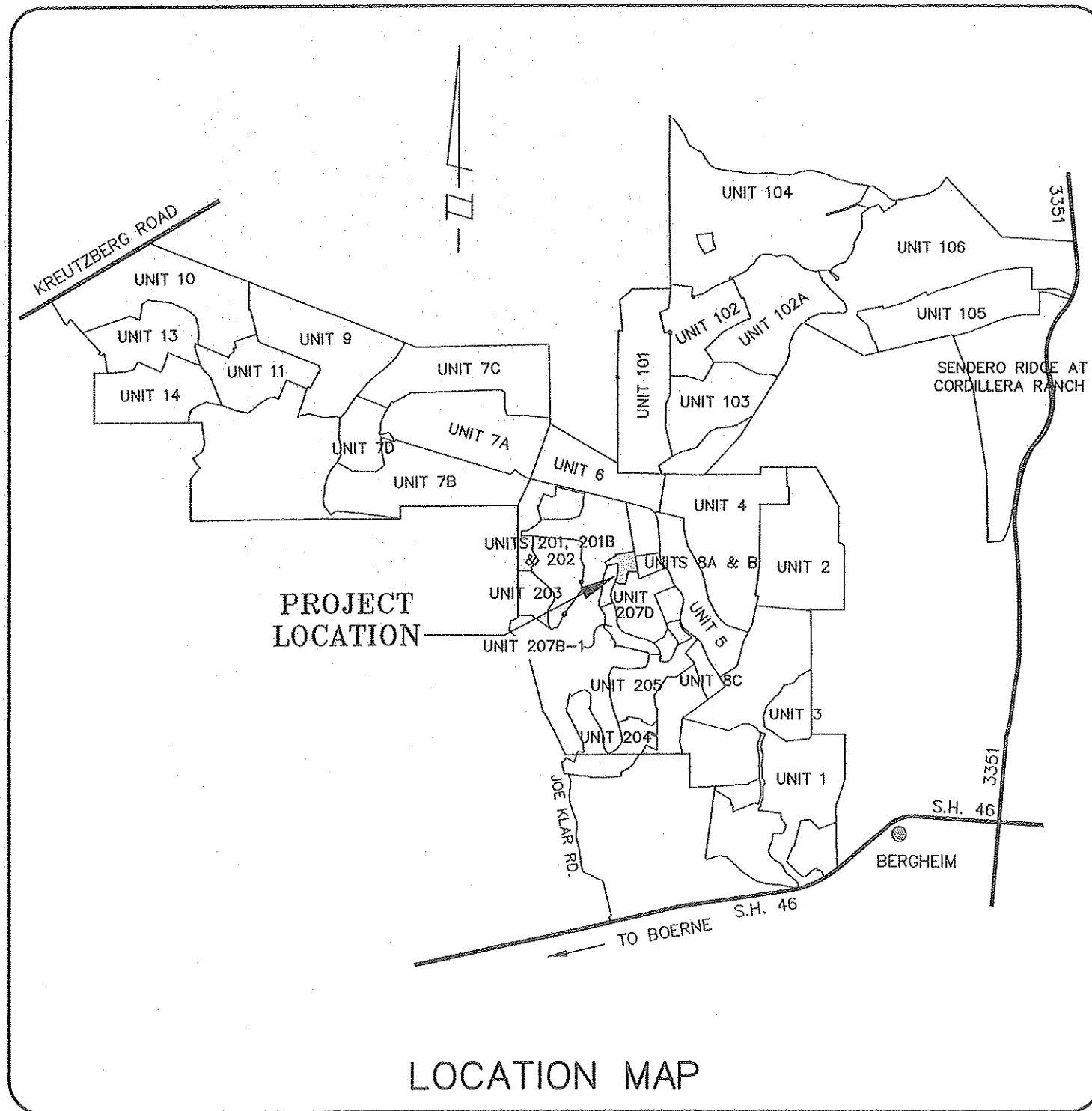


## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 7/13/2015**

**OPEN SESSION**

<b>SUBJECT</b>	Final Plat Cordillera Ranch Unit 207E
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a Final Plat for Cordillera Ranch, Unit 207E, in accordance to Section 203 of the 1990 Kendall County Regulations Rules and Specifications for Roads and Subdivisions. The proposed subdivision consists of 10.67 acres, 7 residential lots and 469 linear feet of roadway with a density of 1.52 acres per lot. The proposed subdivision will be served by central water and sewer system (CR DEVCO 2013, LLC).
<b>REASON FOR AGENDA ITEM</b>	Cordillera Ranch, Unit 207E, Final Plat
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None



LOCATION MAP







**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 7/13/2015  
OPEN SESSION**

<b>SUBJECT</b>	Cordillera Ranch Subdivision Unit 207E
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Richard Elkins, Commissioner, Pct. 2/Terry Anderson, County Engineer
<b>PHONE # OR EXTENSION #</b>	331-8239 or Ext. 300
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consider and act upon approval of Letters of Credit for Cordillera Ranch Subdivision Unit 207E in the amounts of \$84,607 for roads and drainage construction and \$44,066 for water and wastewater improvements.
<b>REASON FOR AGENDA ITEM</b>	Financial guarantee for infrastructure for Unit 207E.
<b>IS THERE DOCUMENTATION</b>	Yes.
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None.

June 26, 2015

Irrevocable Letter of Credit in the amount of \$84,607.00 Unit 207E, Cordillera Ranch, Kendall County, Texas

Beneficiary:  
Kendall County Judge  
201 E. San Antonio  
Boerne, TX 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8916360 in Beneficiaries favor for account of CR Devco 2013, LLC (the "Developer"), up to the aggregate sum of Eighty Four Thousand Six Hundred Seven Dollars and Zero Cents (\$84,607.00) expiring 06/26/2017 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR Devco 2013, LLC, has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 207E, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR Devco 2013, LLC, has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8916360 issued by First Bank and Trust East Texas".
3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
6. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at

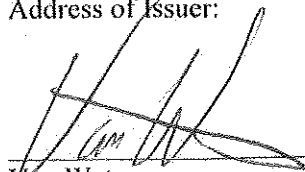
least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904



Van Watson:

Executive Vice President

Address of Developer:

CR Devco 2013, LLC  
102-A Cordillera Ridge  
Boerne, TX 78006

June 26, 2015

Irrevocable Letter of Credit in the amount of \$44,066.00 Unit 207E, Cordillera Ranch, Kendall County, Texas

Beneficiary:  
Kendall County Judge  
201 E. San Antonio  
Boerne, Tx 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8916380 in Beneficiaries favor for account of CR Devco 2013, LLC (the "Developer"), up to the aggregate sum of Forty Four Thousand Sixty Six Dollars and Zero Cents (\$44,066.00) expiring 06/26/2017 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that CR Devco 2013, LLC, has failed to complete certain subdivision improvements consisting of the construction of water and wastewater improvements (the "Improvements") for Unit 207E, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR Devco 2013, LLC., has failed to timely extend this Letter of Credit."

**SPECIAL CONDITIONS:**

1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8916380 issued by First Bank and Trust East Texas".
3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.

6. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Texas 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904



Van Watson:

Executive Vice President

Address of Developer:

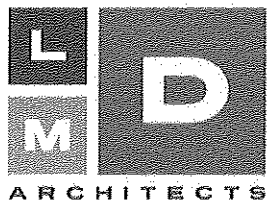
CR Devco 2013, LLC  
102-A Cordillera Ridge  
Boerne, TX 78006



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/13/2015  
OPEN SESSION

SUBJECT	EMS Building Project
DEPARTMENT & PERSON MAKING REQUEST	County Judge, Darrel L. Lux LMD Architects, Lorraine Dailey MJ Boyle, David Goetz
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Consideration and action on the Kendall County EMS 50% Construction Documents construction budget.
REASON FOR AGENDA ITEM	LMD Architects and MJ Boyle will present the Kendall County EMS 50% construction documents updated Project Budget.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	EMS facility
ADDITIONAL INFORMATION	None



## Kendall County EMS: 50% Construction Documents Project Budget Estimate

July 8, 2015

Description	Construction Cost w/3 mo escalation	Construction time
-------------	--	----------------------

### Alterations and Additions to Kendall

County EMS Facility (12,502 SF)      \$    2,376,690.00    212 days

Exclusions: landscaping,

Clarifications: All budgets are with 3 months escalation costs.

Allowance 1: asbestos Abatement	ADD	\$7,500.00	
Allowance 2: Allowance for Video Camera System:	ADD	\$0.00	In Const Cost above
Allowance 3: Allowance for site:	ADD	\$0.00	In Const Cost above
Allowance 4: Allowance for landscaping & irrigation	ADD	\$0.00	by owner
Allowance 5: FF & E Allowance	ADD	\$98,000.00	
Allowance 6: Culvert entrance and sidewalk upgrades	ADD	\$0.00	In Const Cost above
Allowance 7: Construction Materials Testing Allowance	ADD	\$0.00	in soft costs below

Subtotal of Allowances      \$105,500.00

Construction Cost	plus (+) allowances	
\$2,376,690.00	\$105,500.00	\$ 2,482,190.00

12% Soft costs (professional fees, geotech, survey, hazzardous mat'l testing, const mat'l testing etc)      \$297,862.80

Project Budget with soft cost      \$ 2,780,052.80

Owner contingency      \$0.00 not included

Total FF&E Budget	\$	98,000.00
Furniture & Window Coverings	\$	73,000.00
Weight Room	\$	20,000.00
Appliances NIC	\$	5,000.00
Phone System	\$	- not included

Does not Include: Computes / network, cleaning, JC supplies, floor buffers etc...



# OPINION OF PROBABLE COST

Project: **50% CD Budget**  
Architect: **LMD Architects**  
Owner: **Kendall County**  
Construction Time: **7.0 Months**  
Drawings **Arch. dated 5/26/15 - MEP & Str. Dated 6/5/15**  
Date Prepared **July 8, 2015**  
Square Feet: **12502**

1	2	3	4	Description	# Units	U/M	\$/Unit	Cost	%	\$/SF	Notes
<b>A SUBSTRUCTURE</b>											
<b>A40 SLABS-ON-GRADE</b>											
				A4010 Standard Slabs-on-Grade	6746	SF	12	80,952	3.4%	6.48	
				Topping Slab	1361	SF	3.5	4,764	0.2%	0.38	
<b>A90 SUBSTRUCTURE RELATED ACTIVITIES</b>											
				A9040 Soil Treatment	6746	SF	0.2	1,349	0.1%	0.11	
<b>B SHELL</b>											
<b>B10 SUPERSTRUCTURE</b>											
				Structural Steel Shell w/metal roof at new and existing structure	1	LS	210000	210,000	8.9%	16.80	
				Building Erection and re-roof existing	1	LS	75000	75,000	3.2%	6.00	
<b>B20 EXTERIOR VERTICAL ENCLOSURES</b>											
				B2010 Exterior Walls	481	LF	50	24,050	1.0%	1.92	
				Masonry Veneer	5763	SF	10.5	60,512	2.6%	4.84	
				B2020 Exterior Windows	750	SF	35	26,250	1.1%	2.10	
				Glass Doors	2	EA	3000	6,000	0.3%	0.48	
				B2050 Exterior Doors and Grilles	9	EA	1500	13,500	0.6%	1.08	
				Overhead Doors	6	EA	4500	27,000	1.1%	2.16	
<b>C INTERIORS</b>											
<b>C10 INTERIOR CONSTRUCTION</b>											
				C1010 Interior Partitions	1072	LF	45	48,240	2.0%	3.86	
				C1030 Interior Doors	38	EA	1000	38,000	1.6%	3.04	
				C1090 Interior Specialties				-	0.0%	-	
				Bath Accessories	1	LS	1500	1,500	0.1%	0.12	
<b>C20 INTERIOR FINISHES</b>											
				C2010 Wall Finishes				-	0.0%	-	
				Painted Drywall	27000	SF	1.75	47,250	2.0%	3.78	
				FRP	420	SF	3.5	1,470	0.1%	0.12	
				C2030 Flooring				-	0.0%	-	
				Stained Concrete	9394	SF	4.25	39,925	1.7%	3.19	
				Sealed Concrete	1951	SF	0.5	976	0.0%	0.08	
				C2050 Ceiling Finishes				-	0.0%	-	
				Drywall	535	LS	4.5	2,408	0.1%	0.19	
				Acoustical Ceiling	8682	SF	2	17,364	0.7%	1.39	

1	2	3	4	Description	# Units	U/M	\$/Unit	Cost	%	\$/SF	Notes
				Millwork				-	0.0%	-	
				Kitchen Cabinets & Tops				-	0.0%	-	
				Lower Cabinets	48	LF	125	6,000	0.3%	0.48	
				Upper Cabinets	40	LF	100	4,000	0.2%	0.32	
				Counter Tops	96	LF	80	7,680	0.3%	0.61	
				Bath Cabinets				-	0.0%	-	
				Vanity Tops	18	LF	100	1,800	0.1%	0.14	
				Storage Cabinets Allowance	1	LS	10000	10,000	0.4%	0.80	
				<b>D20 PLUMBING</b>				-	0.0%	-	
				D2010 Domestic Water Distribution	32	EA	3500	112,000	4.7%	8.96	Plumbing to 5' OS Bldg.
				Shower Enclosures	2	EA	1500	3,000	0.1%	0.24	
				<b>D30 HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)</b>				-	0.0%	-	
				D3050 Facility HVAC Distribution Systems	40	Tons	4200	168,000	7.1%	13.44	
				D3060 Ventilation	6	EA	1000	6,000	0.3%	0.48	
				<b>D40 FIRE PROTECTION</b>				-	0.0%	-	
				Fire Sprinkler System to 5' OS Building	12502	LS	3.5	43,757	1.9%	3.50	
				<b>D50 ELECTRICAL</b>				-	0.0%	-	
				D5020 Electrical Service and Distribution	1	LS	15000	15,000	0.6%	1.20	
				D5030 General Purpose Electrical Power	10402	SF	25	260,050	11.0%	20.80	
				At new and existing bays	2100	SF	18	37,800	1.6%	3.02	
				D5040 Lighting				-	0.0%	-	
				Fixture Allowance	1	LS	50000	50,000	2.1%	4.00	
				<b>D60 COMMUNICATIONS</b>				-	0.0%	-	
				D6010 Data Communications				-	0.0%	-	
				Allowance:	1	LS	20000	20,000	0.8%	1.60	
				D6020 Voice Communications				-	0.0%	-	
				Allowance:	1	LS	10500	10,500	0.4%	0.84	
				D6030 Audio-Video Communication				-	0.0%	-	
				Allowance:	1	LS	20000	20,000	0.8%	1.60	
				<b>D70 ELECTRONIC SAFETY AND SECURITY</b>				-	0.0%	-	
				D7050 Detection & alarm	1	LS	13500	13,500	0.6%	1.08	
				Card readers @15 doors	15	EA	750	11,250	0.5%	0.90	
				<b>E EQUIPMENT AND FURNISHINGS</b>				-	0.0%	-	
				<b>E10 EQUIPMENT</b>				-	0.0%	-	
				E1060 Residential Equipment				-	0.0%	-	
				Stove	1	EA	3000	3,000	0.1%	0.24	
				Dishwasher	1	EA	750	750	0.0%	0.06	
				Refrigerator	4	EA	2500	10,000	0.4%	0.80	
				Washer	1	EA	1200	1,200	0.1%	0.10	
				Dryer	1	EA	1000	1,000	0.0%	0.08	
				E1070 Entertainment and Recreational Equipment	0	LS	0	-	0.0%	-	By Owner
				<b>E20 FURNISHINGS</b>				-	0.0%	-	
				E2010 Fixed Furnishings				-	0.0%	-	
				Window Coverings	1	LS	3500	3,500	0.1%	0.28	



1	2	3	4	Description	# Units	U/M	\$/Unit	Cost	%	\$/SF	Notes
				E2050 Movable Furnishings	0	LS	0	-	0.0%	-	By Owner
				<b>F20 FACILITY REMEDIATION</b>				-	0.0%	-	
				F2010 Hazardous Materials Remediation	0	LS	0	-	0.0%	-	Excluded
				<b>F30 DEMOLITION</b>				-	0.0%	-	
				F3010 Structure Demolition	1	LS	15000	15,000	0.6%	1.20	
				F3030 Selective Demolition	1	LS	12000	12,000	0.5%	0.96	
				<b>G SITEWORK</b>				-	0.0%	-	
				<b>G10 SITE PREPARATION</b>				-	0.0%	-	
				G1020 Site Elements Demolition	1	LS	4000	4,000	0.2%	0.32	
				G1070 Site Earthwork				-	0.0%	-	
				Siltation Control	1	LS	3000	3,000	0.1%	0.24	
				Site excavation and fill	1	LS	30000	30,000	1.3%	2.40	
				Building Pad	8303	SF	10	83,030	3.5%	6.64	
				Entrance Culverts & Riprap	3	EA	7000	21,000	0.9%	1.68	
				<b>G20 SITE IMPROVEMENTS</b>				-	0.0%	-	
				G2020 Parking Lots				-	0.0%	-	
				Asphalt Paving and Base	19150	SF	2.85	54,578	2.3%	4.37	
				Base under Concrete Paving	2630	SF	1.5	3,945	0.2%	0.32	
				G2030 Pedestrian Plazas and Walkways				-	0.0%	-	
				Concrete Curb	625	LF	14	8,750	0.4%	0.70	
				Sidewalks	1450	SF	6.5	9,425	0.4%	0.75	
				G2080 Landscaping	0	LS	0	-	0.0%	-	By Owner
				Building Sign Monument	1	LS	5000	5,000	0.2%	0.40	
				Flagpoles	2	EA	1800	3,600	0.2%	0.29	
				<b>G30 LIQUID AND GAS SITE UTILITIES</b>				-	0.0%	-	
				G3010 Water Utilities				-	0.0%	-	
				1.5" & 3/4" Impact Fees	1	LS	39170	39,170	1.7%	3.13	
				1 1/2" Domestic water service	1	LS	4000	4,000	0.2%	0.32	
				3/4" Irrigation Tap	1	LS	2000	2,000	0.1%	0.16	
				6" Fire Line w/tap	1	LS	8000	8,000	0.3%	0.64	
				Fire Hydrant	1	LS	6500	6,500	0.3%	0.52	
				G3020 Sanitary Sewerage Utilities				-	0.0%	-	
				Sewer line with bore	100	LF	300	30,000	1.3%	2.40	
				Gas Line with bore	100	LF	250	25,000	1.1%	2.00	
				Gas Meter	1	LS	3000	3,000	0.1%	0.24	
				<b>G40 ELECTRICAL SITE IMPROVEMENTS</b>				-	0.0%	-	
				800 amp 3 phase overhead service	1	LS	15000	15,000	0.6%	1.20	
				G4050 Site Lighting	3	EA	2500	7,500	0.3%	0.60	
				<b>Column Total</b>				1,939,792	82.2%	155.16	
				Concept phase contingency				-	0.0%	-	
				Schematic design contingency				-	0.0%	-	
				Design development contingency			5%	96,990	4.1%	7.76	
				<b>Sub-Total</b>				2,036,782	86.3%	162.92	

1	2	3	4	Description	# Units	U/M	\$/Unit	Cost	%	\$/SF	Notes
				General Conditions			Fixed	163,000	6.9%	13.04	
				Builder's risk insurance	6,605.19	Y		6,605	0.3%	0.53	
				Performance & payment bonds	27,090	Y		27,090	1.1%	2.17	
				Plan check fee and permit	8,232	N		-	0.0%	-	
				Sub-Total				2,233,477	94.7%	178.65	
				Overhead & Profit			5.6%	125,521	5.3%	10.04	
				Sub-Total				2,358,998	100.0%	188.69	
				State Tax				-	0.0%	-	
				TOTAL PRELIMINARY BUDGET				2,358,998	100.0%	188.69	
				Escalation expressed as % per year	3.0%	3	Months	17,692		1.42	
				Total with assumed escalation				2,376,690		190.10	
				Notes:							
1				Excludes Permits, Materials Testing, Asbestos Removal							
2											
3											
4											
5											
6											



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 7/13/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	Roof Replacement - Ring Mountain Event Center at Joshua Springs Park
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to award the bid for the Ring Mountain Event Center roof replacement to Williamson Roofing of Boerne.
<b>REASON FOR AGENDA ITEM</b>	To award the bid.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Parks Department
<b>ADDITIONAL INFORMATION</b>	We sent 6 bid packs and had 2 responses. Williamson Roofing of Boerne is the low bidder.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 7/13/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	AJW Architectural Products - Grant Texas Capital Fund Contract No. 7215022
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, Ext 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Flood Insurance Letter stating the AJW Architectural Products site is not located in the floodplain. This agreement is a requirement of the Texas Capital Fund Contract No. 7215022.
<b>REASON FOR AGENDA ITEM</b>	Approve Floodplain Letter
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Precinct # 4 residents, Commissioners Court
<b>ADDITIONAL INFORMATION</b>	None



# COUNTY OF KENDALL

DARREL L. LUX

COUNTY JUDGE

Mike Fincke  
Commissioner, Precinct 1

Richard W. Elkins  
Commissioner, Precinct 2

Tommy Pfeiffer  
Commissioner, Precinct 3

Royce Steubing  
Commissioner, Precinct 4

July 13, 2015

Cindy Miller, Contract Specialist  
Texas Department of Agriculture  
Texas Capital Fund  
P.O. Box 12847  
Austin, TX 78711

Re: Texas Capital Fund Contract 7215022  
Flood Insurance Documentation, Exhibit D, 2.c:

Dear Ms. Miller:

The AJW property located at 1206 Fifth Street, Comfort, Texas, is located in Zone X on the Flood Insurance Rate Map for Kendall County, Panel 235 of 525, map number 48259C0235F, effective December 17, 2010 (attached). Following is guidance from FEMA regarding **Zones C and X**, "Zones C and X (unshaded) are flood insurance rate zones used for areas outside the 0.2-percent-annual-chance floodplain. No BFEs or depths are shown in this zone, and insurance purchase is not required."<sup>1</sup>

Thank you for your assistance with this project.

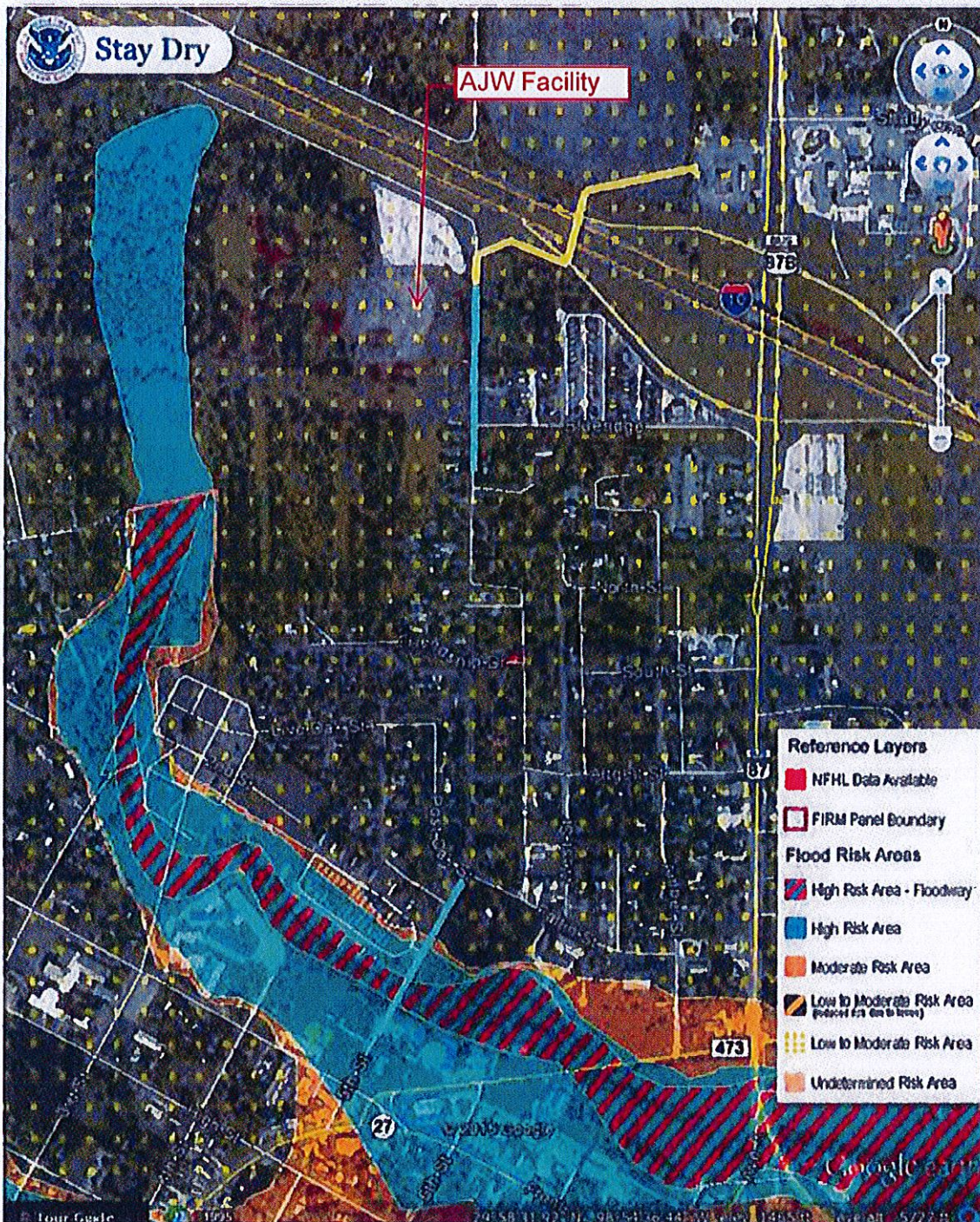
Sincerely,

Darrel L. Lux  
Kendall County Judge

DLL:swp

<sup>1</sup> [www.fema.gov/frequently-asked-questions/insurance-professionals-lenders-frequently-asked-questions](http://www.fema.gov/frequently-asked-questions/insurance-professionals-lenders-frequently-asked-questions)







## Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

### Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
B and X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
C and X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.

### High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 7/13/2015</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	AJW Architectural Products - Grant Texas Capital Fund Contract No. 7215022
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Independent Contractor Agreement and the Reimbursement Agreement with Atmos Energy Corporation for the gas line improvement and installation for the AJW Architecture Products site. This is part of the Texas Capital Funds Contract No. 7215022.
<b>REASON FOR AGENDA ITEM</b>	Approve
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Precinct # 4 residents, Commissioners Court
<b>ADDITIONAL INFORMATION</b>	None

STATE OF TEXAS  
KENDALL COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

IT IS AGREED by the COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS (hereinafter "COUNTY") and ATMOS ENERGY CORPORATION. (hereinafter "ATMOS") as follows:

I. WORK:

ATMOS shall furnish all labor and equipment to satisfactorily install 1,675 feet of 4 inch IP Poly II main Off-Site South of Blue Ridge Drive to 1206 5th Street and North of Front Street to Faltin Street and 155 feet of 4 inch IP Poly II main On-Site at 1206 5th Street, Comfort, Kendall County, Texas as proposed in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Work").

II. TERM:

The Term of this Agreement shall begin on the date of the execution of this Agreement by both Parties and shall continue until the obligations of the Parties are satisfactorily completed.

III. TIME OF PERFORMANCE AND LIQUIDATED DAMAGES

COUNTY and ATMOS recognize that time is of the essence in the completion of the Work agreed to herein and that COUNTY will suffer financial loss if the Work agreed to herein is not satisfactorily completed within the time specified herein. ATMOS agrees that the Work agreed to herein will be substantially complete on or before \_\_\_\_\_ days after the effective date of this Agreement. The Work agreed to herein will be completed on or before \_\_\_\_\_, 2015. Should ATMOS need additional time to complete the Work agreed upon herein due to inclement weather or other conditions not foreseeable and not within the control of ATMOS, ATMOS shall promptly notify COUNTY of the need for additional time, the reason for the need of such additional time and the proposed alternative completion date. COUNTY through its County representative shall review the information submitted by ATMOS and decide if the information submitted justifies the extension of the completion date. If the County representative determines that the information submitted by ATMOS justifies the need for additional time, the Parties will execute an amendment to this Agreement to that effect. If the County representative, in his sole discretion, determines that the information submitted by ATMOS does not justify an extension of time to complete the Work agreed upon herein and the failure to timely complete the Work agreed upon herein is due to the fault or neglect of ATMOS, ATMOS shall pay COUNTY liquidated damages for delay (but not as a penalty) in the amount of \$ \_\_\_\_\_.00 per day for each day that expires after the time specified herein for substantial completion of the Work agreed upon herein. After the date agreed upon herein for substantial completion of the Work agreed upon herein, if ATMOS shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any extension thereof properly granted by COUNTY, ATMOS shall pay COUNTY \$ \_\_\_\_\_.00 for each

day that expires after the time specified herein for completion and readiness for final payment.

#### IV. COMPENSATION AND PAYMENT PROCEDURES:

For rendering such services, COUNTY shall pay ATMOS the amount set out in Exhibit "A", Page 3, titled "INVOICE and in accordance with the terms set out in Exhibit "A", Pages 1 and 2.

#### V. ATMOS HEREBY WARRANTS AS FOLLOWS:

1. It has the appropriate insurance, bonds, licenses and permits to lawfully perform the services agreed to herein in Comfort, Kendall County, Texas.
2. It is familiar with all federal, state and local laws, ordinances, orders, and regulations that may affect cost, progress, performance, or completion of the services agreed upon herein and will comply with all federal, state, and local laws, ordinances, orders, and regulations in the performance of the services agreed to herein.
3. It has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or completion of the services agreed upon herein.
4. It has adequate financial resources, or the ability to obtain such resources as required to timely and satisfactorily complete the Work.
5. It has sufficient qualified and experienced personnel and the necessary equipment, experience, ability and capability to provide the services herein agreed to in an efficient, competent and timely manner.
6. It is able to comply with the required or proposed delivery schedule of any products required for the Work and the timely completion of the Work.
7. It has a satisfactory record of performance in similar projects;
8. It has a satisfactory record of compliance with applicable laws, orders, ordinances, rules and regulations, particularly those concerning conflict of interest, and ethical standards.
9. No representative of ATMOS has promised or provided anything of value to any officer or employee of Kendall County in consideration for Kendall County entering into this agreement.
10. It is otherwise qualified and eligible to perform the Work.

#### VI. COUNTY HEREBY WARRANTS AS FOLLOWS:

1. All applicable laws and procedures have been complied with in the execution of this agreement.

2. Any funds expended by COUNTY under the terms of this agreement are from current funds.

#### VII. DESIGN STRENGTH and QUALITY:

All materials and workmanship must conform to the highest standards of manufacturing and engineering standards and practice applicable to the Work.

#### VIII. TERMINATION FOR DEFAULT:

COUNTY reserves the right to enforce the performance of this agreement in any manner prescribed by law or as deemed to be in the best interest of COUNTY in the event of the breach of the contract by ATMOS, or the default by ATMOS in the performance of any of the terms or conditions set out in this agreement. In particular, COUNTY reserves the right to terminate the contract immediately in the event the ATMOS fails to: 1. Post required bonds; 2. Timely meet delivery or completion schedules, or 3. Otherwise perform in accordance with these specifications. Breach of contract or default by ATMOS authorizes COUNTY to award the contract to another vendor, and charge the full increase in cost for the satisfactory completion of the Work to ATMOS.

#### IX. PATENTS/COPYRIGHTS:

ATMOS agrees to and shall protect COUNTY from claims involving infringements of patents and/or copyrights.

#### X. WARRANTY:

ATMOS warrants that all products shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

#### XI. INDEMNIFICATION:

ATMOS AGREES TO AND WILL INDEMNIFY, DEFEND AND HOLD COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, SUITS, DEMANDS, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND ALL LEGAL EXPENSES AND FEES INCURRED THROUGH APPEAL, AND ALL INTEREST THEREON, ACCRUING OR RESULTING TO ANY AND ALL PERSONS ON ACCOUNT OF ANY DAMAGES OR LOSSES TO PROPERTY OR PERSONS, INCLUDING INJURIES OR DEATH, OR ECONOMIC LOSSES, ARISING OUT OF THE PERFORMANCE OF THE WORK AGREED TO HEREIN AND/OR THIS AGREEMENT, EXCEPT AND ONLY TO THE EXTENT SUCH DAMAGES OR LOSSES ARE FOUND BY A COURT OF COMPETENT JURISDICTION TO BE CAUSED BY COUNTY'S NEGLIGENT ERRORS OR OMISSIONS. ATMOS FURTHER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, SUITS, DEMANDS, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO,



REASONABLE ATTORNEYS' FEES AND ALL LEGAL EXPENSES AND FEES INCURRED THROUGH APPEAL, AND ALL INTEREST THEREON, ACCRUING OR RESULTING TO ANY AND ALL PERSONS ON ACCOUNT OF ANY DAMAGES OR LOSSES TO PROPERTY OR PERSONS, INCLUDING INJURIES OR DEATH, OR ECONOMIC LOSSES OF EVERY KIND AND CHARACTER WHATSOEVER, IN ANY MANNER ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE TERMS AGREED TO BY THE PARTIES, FROM ANY THIRD PARTIES OR ANYONE CLAIMING BY OR THROUGH ATMOS, IT'S OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, IT BEING THE INTENTION OF ATMOS TO ABSOLVE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LIABILITY CONCERNING THIS MATTER ARISING FROM ANY THIRD PARTIES OR ANYONE CLAIMING BY OR THROUGH ATMOS, IT'S OFFICERS, AGENTS, OR EMPLOYEES.

## XII. INSURANCE:

Before commencing the Work, ATMOS shall be required at its own expense, to furnish the Kendall County Auditor's Office within ten (10) calendar days of the execution of this agreement with evidence showing the following insurance coverage to be in force throughout the term of the contract.

1. Workers' Compensation in accordance with State law;
2. Public liability and property damage insurance including independent contractor's liability, covering, but not limited to, the liability assumed in the indemnification provisions fully insuring contractor's and/or subcontractor's liability for injury to, or death of, county officers, agents, employees and third parties, extended to include personal injury liability coverage, and for damage to property of Kendall County, its officers, agents employees, and third parties, with a minimum combined coverage for each occurrence of \$500,000.00.
3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,00.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy shall include, by endorsement to the policy, a statement that a notice shall be given to Kendall County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

## XIII. CONFLICT OF INTEREST:

No public official shall have an interest in this contract, in accordance with applicable law.

#### XIV. ETHICS:

ATMOS shall not accept or offer gifts or anything of value or enter into any business arrangement with any employee, official or agent of COUNTY.

#### XV. REQUIRED WORKERS' COMPENSATION COVERAGE:

State law requires that each person working on this project or providing services related to the Work must be covered by workers' compensation insurance. This requirement includes persons providing hauling services or delivering equipment or materials to the project site, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

#### XVI. REQUIRED PAYMENT OF PREVAILING WAGES:

Texas Government Code Section 2258.021 provides that a worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid: (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. Section 2258.022 provides that for a contract for public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by: (1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or (2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments. Kendall County uses the prevailing wage rate as determined by the U. S. Department of Labor. The contractor who is awarded the contract for this project and all subcontractors of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

#### XVII. MISCELLANEOUS PROVISIONS

1. The Parties agree that no officer or employee of ATMOS is an employee of COUNTY, that this is an independent contractor agreement between the Parties and that no benefit is forthcoming to any Party other than what is specifically set out herein and Exhibit "A" attached hereto and incorporated herein for all purposes.
2. No assignment by a Party hereto of any rights or obligations under this Agreement will be binding on the other Party without the written consent of the Party sought to be bound.
3. This Agreement between the Parties is the sole and only agreement between the Parties concerning the services described herein and in Exhibit "A". No other agreement, statement or promise made by any Party or any officer, agent or

employee of any Party, which is not set out herein and in Exhibit "A" shall be binding or enforceable against any party.

4. No amendment, modification or alteration to this Agreement shall be binding on any Party unless it is set out in writing, approved by all Parties and signed by the Parties or their duly authorized representative.
5. Any provision, or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding on COUNTY and ATMOS who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision or part.
6. This Agreement shall be construed in accordance with the laws of the State of Texas and is to be performed in Kendall County, Texas.
7. Representatives/Contact persons of the Parties;
  - a. \_\_\_\_\_ is designated as the COUNTY's representative and contact person.
  - b. \_\_\_\_\_ is designated as ATMOS's representative and contact person.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Darrel Lux  
County Judge  
Kendall County, Texas  
201 East San Antonio Avenue, Suite 122  
Boerne, Texas 78006  
Telephone: 830-249-9343, Ext. 213

\_\_\_\_\_  
John Raymer  
Title: Sr. Project Specialist  
ATMOS Energy Corporation  
2315 E. Main Street  
Kerrville, Texas 78028  
Telephone: 830-258-4102  
Fax: 830-258-4125

## REIMBURSEMENT AGREEMENT

THIS AGREEMENT is between Atmos Energy Corporation ("Atmos"), 5420 LBJ Fwy, 17<sup>th</sup> Floor, Dallas, Texas 75240, and Kendall County (Requestor), located at 201 E. San Antonio Street Suite 122 Boerne Texas 78006, and is effective as of the 29th day of June, 2015.

### RECITALS

1. Atmos has been requested to install 1,675 feet of 4 inch IP Poly II main (Off-Site) along 5<sup>th</sup> Street South of Blue Ridge Drive to 106 5<sup>th</sup> Street and North of Front Street to Faltin Street and to install 155 feet of 4 inch IP Poly II main (On-Site) at 1206 5<sup>th</sup> Street in Comfort, Texas Kendall County.

NOW THEREFORE, in consideration of these recitals and the mutual promises in this Agreement, the sufficiency of which are acknowledged, Atmos and Requestor agree as follows:

1. Atmos has prepared a good faith Ballpark Cost Estimate in the amount of \$157,614.66 for the Installation as provided and attached to this Agreement.
2. Requestor agrees to pay 100% of the estimated amount to Atmos within thirty days of receipt of the estimate.
3. Within thirty days following receipt of Requestor's payment of the estimate, Atmos will begin, or cause others to begin, the Installation.
4. Within 120 days of completion of the Installation, Atmos will provide Requestor with a detailed invoice of the actual cost of the Installation. If the actual cost is less than the deposit, Atmos will refund the difference to Requestor at the time that invoice is provided to Requestor. If the actual cost is greater than the deposit, Requestor will return payment of the difference to Atmos within 30 days of receipt of Atmos Invoice.
5. Neither party to this Agreement may assign its rights or obligations under this Agreement to any person without the prior written consent of the other party to this Agreement. The provisions of this Agreement do not impart any rights enforceable by any person, firm, or organization not a party or an assignee of a party to this Agreement.

6. Any interpretation of this Agreement or any controversy related to this Agreement is governed by the laws of the State of Texas.

7. No waiver by either party of any one or more defaults by the other party in the performance of any provision of this Agreement operates as a waiver of any future default or defaults, whether of a like or different character.

8. This Agreement represents the entire agreement of the parties concerning the subject matter contained in this Agreement. No amendment or modification of this Agreement will be effective unless evidenced in writing signed by both parties to this Agreement.

SIGNED AS OF THE DATE FIRST WRITTEN ABOVE:

Kendall County

Atmos Energy Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John Raymer

Its: \_\_\_\_\_

Its: Sr. Project Specialist





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 7/13/2015**  
**OPEN SESSION**

<b>SUBJECT</b>	AJW Architectural Products - Grant Texas Capital Fund Contract No. 7215022
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to appoint Michele Goerke the Labor Standards Officer for the Texas Capital Fund Contract No. 7215022.
<b>REASON FOR AGENDA ITEM</b>	Appoint a Labor Standards Officer
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Precinct # 4 residents, Commissioners Court
<b>ADDITIONAL INFORMATION</b>	Michele Goerke is our grant specialist from Grantworks.

**Appointment of Labor Standards Officer**  
(Submit form to Labors@TexasAgriculture.gov )

**A701**

Grant Recipient: Kendall County Contract No: 7215022

I, Darrel Lux, County Judge hereby appoint Michele Goerke  
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	Michele Goerke, Grantworks				
Address:	2201 Northland Drive				
City:	Austin	State:	TX	Zip:	78756
Telephone Number:	(512) 420-0303	Fax Number:	(512) 420-0302		
Email Address:	michele@grantworks.net				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Labor Standards Officer)

Appointed by: Darrel Lux Title: County Judge  
(Print Mayor/County Judge)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Mayor/County Judge)



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/13/2015  
OPEN SESSION

SUBJECT	Emergency Call Out
DEPARTMENT & PERSON MAKING REQUEST	Facilities Maintenance Robert Kinsey, Facilities Manager
PHONE # OR EXTENSION #	830-413-0618
TIME NEEDED FOR PRESENTATION	5 min
WORDING OF AGENDA ITEM	Consideration and action to pay Facilities Maintenance employees for emergency call out time.
REASON FOR AGENDA ITEM	Water problem at jail
IS THERE DOCUMENTATION	yes
WHO WILL THIS AFFECT?	Facilities Maintenance department
ADDITIONAL INFORMATION	None

**KENDALL COUNTY  
Facilities Maintenance Department**

**EMERGENCY CALL OUT  
Summary: June 2015**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Pedro Fernandez	06/29/2015	3.0	3.0
Robert Kinsey	06/29/2015	3.0	3.0

The above listed employee(s) were called out due to: Plumbing Problem at Jail

Call out pay is time and a half of the employee's current hourly rate.

Approximate grand total amount: \$184.55

Commissioners Court: 07/13/2015



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/13/2015  
OPEN SESSION

SUBJECT	Emergency response
DEPARTMENT & PERSON MAKING REQUEST	Road and Bridge: Ricky Pfeiffer , Road Supervisor
PHONE # OR EXTENSION #	830-249-9343 ext 656
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and take action to pay Road and Bridge employees for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for flood-related call out.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Road and Bridge Department, payroll
ADDITIONAL INFORMATION	None



**KENDALL COUNTY  
Road & Bridge Department**

**EMERGENCY RESPONSE TIME  
Summary: June 2015**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Victor Nieto	06/28/2015	3.0	3.0
Zachary Pape	06/17/2015	3.0	3.0
Andrew Tharp	06/28/2015	3.0	3.0
Chase Woerner	06/17/2015	3.0	3.0

The above listed employee(s) were called out to: Set up Barricades and remove tree in ROW.

Emergency call out pay is time and a half of the employee's current hourly rate.

Approximate grand total amount: \$271.72

Commissioners Court: 07/13/15